

DECLARATION OF COVENANTS AND RESTRICTIONS OF**THE ESTATES OF SHILOH**

VOL. 1745 PAGE 0619

THE STATE OF TEXAS  
COUNTY OF ECTOR

THIS **DECLARATION** is made on the date hereinafter set forth by the **WYLY BROWN AND FREDNA BROWN FAMILY PARTNERSHIP, LTD.** acting by and through its duly authorized General Partners, Wyly Brown and Fredna Brown, hereinafter referred to as "Declarant".

WITNESSETH:

**WHEREAS**, Declarant is the owner of certain real property, consisting of 120.86 acres out of Sections 3 and 4, Block 41, T2S, T&P Railway Co. Survey, Ector County, Texas, and being platted as **THE ESTATES OF SHILOH**, a Subdivision in Ector County, Texas, according to the map or plat thereof of record in Cabinet A, Pages 167 B&C, Plat Records, Ector County, Texas, together with the ponds which adjoin the platted subdivision, which said real property is sometimes hereinafter referred to as the "Property"

**WHEREAS**, Declarant has devised a general plan for the entire Property for the purpose of providing a common scheme of development; and

**WHEREAS**, Declarant desires to provide for the preservation of the value and amenities of said Property; and,

**WHEREAS**, Declarant desires to subdivide and/or plat or replat said property into lots and blocks as subdivisions or additions in Ector County, Texas; and,

**WHEREAS**, Declarant desires to insure the creation of an architecturally harmonious development of high quality and high standards and to protect and safeguard the Property over a long period of time for the benefit of each of the owners of an interest in the Property.

**THEREFORE**, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions, and restrictions in furtherance of this general development plan.

**NOW, THEREFORE**, it is declared that all of the Property shall be held, sold, and conveyed subject to the following restrictions, covenants, conditions and easements.

**ARTICLE I**  
**DEFINITIONS**

The following words, phrases, or terms used in this Declaration shall have the following meanings:

A. "Architectural Control Committee" ("ACC") shall mean the Declarant or, if and when

applicable, a committee appointed by Declarant, its successors and assigns for the purpose of exercising architectural control.

B. "Association" or "Homeowners Association" shall mean The Estates of Shiloh Homeowners Association, Inc., an Association consisting of all Owners, which shall have the duty of maintaining, operating and managing the common areas as provided in this Declaration. Each Owner shall be a member of the Association contemporaneously with acquiring a Lot without any further documentation of any kind.

C. "Board" or "Board of Directors" shall mean the Board of Directors of The Estates of Shiloh Homeowners Association, Inc.

D. "Common Area" shall refer to the brick wall subdivision entrances, the landscaping directly in front of the brick wall subdivision entrances, the pond areas, together with improvements thereon, private street areas and rights of way and any applicable gates at subdivision entrances. Within The Estates of Shiloh, there shall be private streets paved with asphalt approximately thirty feet in width. The land lying on either side of the private street pavements (approximately fifteen feet in width on either side) shall be right of way areas. These right of way areas shall be for the purpose of utility and pipeline easements and used also as a Common Area for the residents of The Estates of Shiloh.

E. "Declarant" shall mean the Wyly Brown and Fredna Brown Family Partnership, Ltd, its successors and assigns, and any successor and assign of Declarant's rights and powers hereunder, but with respect to any such successor or assign, such successor or assign shall not be deemed to be "Declarant" unless it is designated in a written instrument signed by Declarant and filed of record in the Official Real Property Records of Ector County, Texas.

F. "Declaration" shall mean this Declaration of Covenants and Restrictions, as amended or supplemented from time to time.

G. "Lot" shall mean any lot, tract, or parcel of the property shown upon a plat or plats of the property or any part thereof now or hereafter filed of record in the map or plat records of Ector County, Texas, as such plat or plats may be amended from time to time.

H. "Maintenance charges" shall mean any and all costs assessed pursuant to the provisions of the Declaration relating to the homeowners association..

I. "Maintenance lien" shall mean the lien created and imposed to secure the payment of maintenance charges.

J. "Owner" shall mean the record owner or owners of the fee simple title to any Lot or portion of the Lot on which there is or will be built a detached single family dwelling. Regardless of the number of owners of a particular Lot, no Lot shall be entitled to more than one vote in the homeowners association or in any matters concerning The Estates of Shiloh. "Owner" does not include a person or entity having only a security interest in a Lot.

K. "Property" shall mean the land depicted on the plat(s) of "The Estates of Shiloh".

**ARTICLE II**  
**USE RESTRICTIONS AND**  
**ARCHITECTURAL STANDARDS**

2.01. All Lots shall be used for single-family residential purposes with the exception that an adjacent Lot or Lots may be used for outbuilding(s) and/or animals and/or pasture land with written approval from the Architectural Control Committee. Construction shall consist of one single main family dwelling, together with such outbuildings as described below and as approved by the Architectural Control Committee. A main residence shall have at least a two car garage, which said garage may be attached or detached. Porte cocheres are permissible with the prior written consent of the ACC.

2.02. All construction plans for residences and outbuildings must be submitted to the ACC for approval prior to construction. Two copies of construction plans, including, but not limited to plot plan, elevations, floor plan, foundation layer, fencing, exterior design, materials, colors, utility connections, outbuildings, drive ways, locations of drainfields, water wells and septic systems and specifications shall be submitted to the ACC. No construction may begin until the Owner has received written approval from the ACC.

2.03. Except on those Lots designated by the Declarant or ACC to contain higher living square foot minimums, the minimum square feet for the main single family dwelling shall not be less than twenty-five hundred (2500) living square feet (exclusive of open and/or covered porches and/or garages).

2.04. Permissible outbuildings shall consist of a residence such as for a relative, hired help or guest home which may be attached or detached from the main dwelling, children's playhouse, home office, workshop, storage building/s, recreational vehicle/s storage/s, additional detached garage/s, barn/s, animal shelter/s, spa and/or sauna and/or enclosed swimming pool house or an exterior swimming pool and/or spa, outdoor restroom and shower facility and, water fall/s, water fountain/s, gazebo/s, private golf course and/or golf building or structure, pump house/s, gameroom house, greenhouse, storm shelter, sports court, tennis court, and structures of a similar nature or other structures for the convenience and pleasure of the occupants of the main dwelling any and/or all of which to be approved in writing by the ACC.

Except as specifically provided otherwise herein, no other outbuildings shall be located upon such building lots or premises unless a written approval is obtained from the Architectural Control Committee.

Although the ACC may impose additional restrictions, Brick, Rock, Stucco, Dryvit, Masonite Siding, Metal or similar Building Materials may be allowed on permissible outbuildings with Architectural Control Committee written approval of plans and specifications. In cases where Masonite Siding, Metal or similar Building Materials are used on an Outbuilding or Outbuildings, the ACC may require additional brick, rock, stone, stucco, dryvit and/or painting on the front and/or side and/or back portion of the Outbuilding or Outbuildings to complement the Main Dwelling and to help promote the architectural integrity within The Estates of Shiloh. Complete plans and specifications for all Outbuildings must be submitted to the ACC prior to construction.

2.05. Unless a written variance is obtained from the ACC, all main dwellings and residences shall be constructed upon poured concrete slab foundations (with pre-treatment for termites) and shall have exterior walls which shall not be less than 75% brick, rock, stucco or dryvit, either solid or veneer (any other types of exterior wall will require a written approval through the Architectural

Control Committee). All exterior wood surfaces shall be painted with not less than two (2) coats of paint and any metal siding shall present a neat appearance. All interiors shall be sealed.

Construction of the main dwelling shall be constructed of stick frame construction materials such as wood or metal (any other materials or forms of construction shall require written permission from the ACC) and not with prefabricated framing nor with shop framing construction unless prior written approval stating otherwise is permitted by the ACC. Roof truss construction may be permissible with ACC written approval.

2.06. To promote an "Estate Lot" appeal, the ACC will set a Front Set Back Line for the Single Family Main Dwelling (and the Guest Home, if applicable) to be a minimum of seventy-five (75') feet or one hundred feet (100') or a footage minimum that will compliment the overall look of a Lot or Lots within The Estates of Shiloh subdivision. Any other outbuilding/s in front of the Front Set Back Line must be approved in writing by the ACC.

2.07. Architectural Control Committee written approval is required for special television, radio, wind, solar, geothermal and any other similar equipment or structures. Television antennas, television satellite dishes and/or other television receiver installations shall not be permitted in the front yard of the main dwelling and shall be installed in a manner so as not to be unsightly and detract from the curb appeal of the main dwelling. Large satellite dishes shall be installed in a location as to not greatly hinder the front curb appeal of the main dwelling. If approved by the ACC, TV or radio antennas (or ham radio antennas) shall not exceed 70' (seventy feet) in height from the ground level (unless the ACC allows otherwise in writing) and shall be installed in a location as to not greatly hinder the front curb appeal of the main dwelling. Architectural Control Committee approval of the location of antennas or towers is required. Wind powered windmills may be permissible with Architectural Control Committee written approval (heights, locations, and specifications must be submitted to the ACC).

2.08. No structure not approved for residential use by the Architectural Control Committee, including trailers, tents, shacks, mobile homes, motor homes, manufactured homes or other similar type buildings or outbuildings shall ever, at any time be used as a residence, either temporarily or permanently. Camping trailers shall be parked or stored in a garage or parked in a manner as to not be highly visible from any street. Camping trailers shall not be parked in front of the main dwelling nor in front of the guest quarters, if applicable. Children's play tents are permissible so long as they are not used as a residence at any time.

2.09. No house, dwelling or residence shall ever be moved from outside the Property onto any lot or lots for use as a main dwelling or auxiliary residence. Any building moved from outside this subdivision for use as an outbuilding must receive prior written approval from the Architectural Control Committee.

2.10. Recreational vehicles (RVs) and boats shall be parked or stored in a garage or in a manner as to not be highly visible from any street. RVs and boats shall not be parked in front of the main dwelling nor in front of the guest quarters, if applicable. RVs and boats may not be parked on the streets of the subdivision overnight or for an extended period of time.

No automobile, equipment and/or machinery major repairs shall ever be conducted within the residential areas of the Property. No inoperative automobiles shall be allowed to remain on the streets of the subdivision. Tractors, tractor-trailer rigs, and/or heavy equipment and machinery shall not be parked in front of a residence, either in the drive way or on the street and, if parked in the rear, shall not be highly visible from the front of the residential lot.



2.11. All construction on a single family main dwelling, guest quarters and outbuildings shall be completed in a timely and good workmanship manner. No animals shall be raised, bred or kept on a Lot until the construction of the main dwelling meeting all the requirements herein has been completed on such Lot, unless the Owner has obtained the prior written consent of the ACC. In any case where an animal shelter is permitted to be constructed prior to the main family dwelling, construction of the main family dwelling shall be commenced within one year of the completion of the animal shelter. The Owner, shall at all times, be solely responsible for the animals brought onto Owner's property. Neither the Declarant, the Homeowners Association nor the Architectural Control Committee shall be responsible for or have any liability for the conduct or control of a Lot Owner's animals.

2.12. No fences or hedges shall be erected on any Lot nearer to any street than the surveyed property line. The Architectural Control Committee must approve in writing front yard fencing and/or gated entrance/s and/or arched entrances. The maximum height of front yard fencing shall be eight feet. The maximum height of arched entrances shall be determined by the Architectural Control Committee on a case-by-case basis. Front yard fencing may be see-through and may consist of the following: brick columns with wrought iron railing or brick columns with aluminum railing or brick columns with vinyl (pvc) railing all other types of fencing must be approved in writing by the ACC. All fencing, including but not limited to, front, side, rear yard fencing and cross fencing plans and specifications shall be submitted to Architectural Control Committee for written approval. Perimeter fencing for the back and side and/or sides of the owner's lot shall be required on a case by case basis and maintained and installed at the lot owner's expense and must be approved in writing by the Architectural Control Committee. All fencing shall present a neat appearance. All animals must be restricted to the Owner's Lot perimeter and may not be allowed outside the Owner's Lot perimeter unless accompanied by adult supervision. Livestock shall not be permitted to wander in the streets of the subdivision or on Property of other lot owners. Neither the Declarant, the Architectural Control Committee nor the Homeowner's Association shall have any liability for or responsibility for any damage or nuisance caused by the animals and livestock of a Lot Owner. Each Lot Owner is charged with the responsibility of maintaining control over his animals and livestock.

2.13. No animals, farm animals, livestock, horses, student 4-H animals, poultry or fowl of any kind, except as approved in writing by the Architectural Control Committee, shall be raised, bred or kept on any Lot; provided however, that a reasonable number of dogs, cats and other household pets may be kept. Animal or animals on each Lot may be reviewed by the Architectural Control Committee on a case-by-case basis and the quantity and type of animal or animals may be limited by the Architectural Control Committee (including but not limited to dogs, cats, other household pets and any other animal or animals) even after prior written approval was obtained. The Architectural Control Committee shall maintain the right to exile any animal or animals (even if prior written approval was obtained) to maintain the integrity of The Estates of Shiloh. Animals which may be permitted in The Estates of Shiloh must be kept in clean, sanitary and healthy conditions. Any unhealthy animal or animals which may pose a health risk to humans or other animals must be removed immediately from the subdivision. For the safety of the animals and to promote a more attractive appearance, proper building structures and pens will be required to house the animals being kept outside of the main dwelling home. The Architectural Control Committee shall have the authority to make additional requirements of lot owners as to the construction of pens and shelters in order to promote the attractive appearance of the subdivision, to maintain a healthy environment for people and animals and to safeguard the architectural integrity of the subdivision.

Animals which are not usually housed in a main dwelling home (and guest quarters if applicable) shall not be allowed to be kept within the main dwelling home (and guest quarters if applicable). Lot owners within The Estates of Shiloh shall be responsible for the proper care and

nurturing of the animals kept on the Owner's Lot. Property Owners who own any horses or cattle shall be required to have a barn or proper animal shelter/s to house the animal/s and to allow enough pasture land (and riding land if the animal is to be ridden) for the animal/s. Horses and/or cattle may be permitted only for those Lot Owner/s who own at least one (1) acre or more and the kind and number of animals must be approved in writing by the Architectural Control Committee. Prior to bringing any animals into The Estates of Shiloh, the list of specific animals, the number of animals and the quantity of land ownership shall be submitted to the Architectural Control Committee for written approval. Also, the plans and specifications of exterior animal housing structures, pens, fencing information and designated land availability shall be submitted to the Architectural Control Committee for written approval prior to the commencement of construction.

Regardless of prior approvals by the Architectural Control Committee or the Board of Directors, the housing, care and nurturing of all animals and livestock must, at all times, comply with federal, state and local laws.

2.14. All Lots, fencing, improvements, structures, and grounds shall be maintained in a neat, healthful, sanitary and attractive manner at all times. Grass and other vegetation shall be mowed, clipped and maintained at all times. No Lot shall be used as a dumping ground for garbage, trash, junk or other waste matter. Animal refuse must be cleaned frequently to avoid offensive odors to adjoining Lot Owners and The Estates of Shiloh subdivision. Animals may be taken for walks or rides outside of the Lot Owner's property under properly adult supervised conditions and with a leash or reign but they shall not enter onto any other Lot Owner's property or go beyond any front fencing across any other Lot Owner's property unless authorized to do so.

In order to maintain the Common Areas in a neat and attractive appearance, Owners of animals (or Owner's adult representative) shall be required to use a scooper for animal waste droppings. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, heavy duty plastic or masonry materials with lids that tightly fit and are kept closed after use and shall be maintained in a clean and sanitary condition and placed outside in time for the appropriate timely pickups. The construction of private trash receptacles to assist in public screening may be permitted with written approval from the Architectural Control Committee. No Lot shall be used for open storage of any materials which may be viewed from the street (with the exception of the new construction process), but may be stored in a suitable enclosure. The drying of clothes and the storage of yard equipment, any other types of equipment and machinery shall be screened from public view unless written approval from the Architectural Control Committee states otherwise. Any storage container or tank used in connection with any residential structure or outbuildings shall be screened from the view of the public and shall be stored according to County and City guidelines. All utility lines or extensions thereof shall be placed underground.

The Homeowners Association may fine a Lot Owner who fails, after receiving two written notices from the Homeowners Association sent pursuant to Article 3.07 of this Declaration, to comply with the obligation of maintenance or clean up or proper care and nurturing of his animals. The Homeowners Association may then also hire a third party, at the Lot Owner's expense, to enter onto Lot Owner's property and cure or correct the problem.

2.15. Water wells are to comply with Ector County Health Department standards for residential use or watering grounds or for any other additional use the Lot Owner may engage in within The Estates of Shiloh. Lot Owners shall not drill water wells nearer than five (5) feet from the boundary line of any lot and all water wells shall be cased from the surface to the water formation. Each Lot Owner installing a water well and having animals which are to be kept outside shall locate the water well in a position where animal refuse and soil run off will not pose as a health risk to people

or animals.

With the exception of existing and any future Water Leases by the Declarant, individuals may not remove, sell, transfer or convey water from their Lot to another area or Lot unless said area or Lot is located within The Estates of Shiloh Subdivision and owned by the same individual. Lot Owners shall use water from Lot Owner's water wells for domestic use only and in a conservative and non-wasteful manner.

2.16. At the time each Lot is improved there shall also be constructed a driveway extending from the main dwelling garage to the adjoining street pavement in which the driveway shall consist of concrete (minimum of 3 ½ to 4 inches thick), paver bricks or a one inch asphalt top with 4 inches of caliche base. Any other options shall be submitted to the Architectural Control Committee for written approval. To enhance visibility at night within The Estates of Shiloh, the entrance to the driveway from the street pavement shall be well lit with solar lighting or any other decorative lighting at Owner's expense and/or the Lot Owner may elect for a decorative yard light in the front portion of the lot (all of which to be approved in writing by the ACC).

2.17. Easements for the installation and maintenance of all utilities are hereby reserved on all Lots affected. Drainage Easements are additionally reserved on all Lots affected.

2.18. All construction in the subdivision shall be in conformity with the building and sanitary codes of the City of Odessa, Ector County, Texas. Any additions or alterations to any existing structures shall be done in a neat and good workmanship manner and shall conform to the style and appearance of the existing structure and to all of the requirements contained in this Declaration.

2.19. To further accommodate and enhance the concept of the name and appearance of the addition, each lot in which a single family main dwelling is to be constructed shall have at least two (2) trees which are at least two inches (2") in diameter at the time of planting to be located and planted at Owner's expense in the front portion of the Lot.

2.20. Each Lot Owner owning property containing subdivision perimeter fencing shall be responsible for maintaining the perimeter fencing at the Lot Owner's expense within The Estates of Shiloh in like manner in accordance with how these amenities were originally installed or erected and to comply with any other requirements the Architectural Control Committee stipulates regarding these amenities to promote the integrity of the subdivision. Should a Lot Owner desire to change the perimeter fencing or build up to the perimeter fencing with another form of improvement or fence, the lot owner must obtain written approval from the Architectural Control Committee. The subdivision brick fencing at the entrances and the landscaping directly in front of the subdivision brick fencing shall be considered a Common Area and shall be maintained by the Homeowner's Association.

2.21. Only the Declarant may subdivide or re-subdivide existing lots or groups of lots without the prior written consent of the Architectural Control Committee. Lot Owners may re-subdivide or group Lots together with the Architectural Control Committee's written authorization only. The decision of the Architectural Control Committee as to any re-subdivision shall be final and unappealable.

2.22. Home office and work shop activities are permissible so long as they do not create a condition that is offensive or obnoxious to the enjoyment of the other Lot Owners in the subdivision. Extremely light business activities may be permitted, subject to the written approval of the Architectural Control Committee and subject to any applicable governmental regulations. Hobby work such as arts and crafts, woodworking, and pottery are permissible. A limited amount of animal



breeding may be permissible with prior ACC approval. Should any activity approved by the ACC become a nuisance or offensive or cause an unacceptable influx of traffic, the ACC shall have the right, power, and authority to regulate or halt the activity or activities. In no case shall signs advertising or soliciting business be erected or placed on a Lot Owner's property within the subdivision without prior written consent of the ACC. Signs promoting the sale or lease of a lot or home and signs promoting school activities are permissible so long as they are not oversized. All other signs must be approved in writing by the Architectural Control Committee.

2.23. No offensive or noxious activity shall be engaged in or permitted upon any Lot, including, but not limited to, the Common Areas. The use or discharge of firearms, firecrackers, or other fireworks is strictly prohibited. Burning of trash or other waste matter debris is prohibited. Only the burning of brush or leaves as may be allowed by the County shall be permissible. No motor cycles, motorized bikes, motorized scooters, go-carts, or other similar vehicles or any noisy vehicles shall be permitted to be operated on any Lot or drive on the streets within The Estates of Shiloh in such a manner as to violate a law or as to create a nuisance.

2.24. No cesspool or privy shall be constructed or used on any Lot. All septic tanks and the absorption field/s in connection therewith shall be constructed in such a manner as to comply with the minimum requirements then in effect as prescribed by the County Health Department of Ector County, Texas. Portable toilets shall be required during the new construction phase of the single family main dwelling.

### ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

3.01. Declarant shall designate and appoint an Architectural Control Committee which shall serve at the pleasure of the Declarant. After the Declarant no longer owns any lots in the subdivision, the Architectural Control Committee shall serve at the pleasure of the Board of Directors of the Association, or at the pleasure of a majority of the owners if there is no Association. The initial members of the committee shall be Mark Anderegg, Debi Harris, Roger Harris, Cindy Brown Anderegg, Chon Brown and Wylea Brown Cotton.

3.02. The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

(a) The construction of any building, whether the building is a main family dwelling, guest quarter or outbuilding, fence, wall, or other structure.

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

(c) Any tennis court, exterior lighting, satellite dish, antenna, flag pole, communication tower and swimming pool.

(d) Any driveway, landscaping, or grading on any lot or lots.

(e) Any information relating to keeping of animals and livestock including the number and kind of animals.

(f) Any other ACC matter as referenced herein.



3.03. To obtain approval to do any of the work described in Paragraph 3.02, an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the work. Such plans and specifications shall detail in nature, shape, height, materials, colors, landscaping, and location of the proposed work. Approval of plans and specifications shall be based among other things, on adequacy of site dimensions, structural design, proximity with and relation to existing neighboring structures and sites as well as proposed and future neighboring structures and sites, relation of finished grades and elevations to existing neighboring sites, and conformity to both the specific and general intent of the protective covenants of this Declaration. The ACC may adopt rules or guidelines setting forth procedures for the submission of plans for approval, and it may require a reasonable fee to accompany each application for approval. The ACC may require such detail and plans and specifications submitted for each review as it deems proper, including without limitation, plot plans depicting the lot or lots and the improvements thereon, structural, mechanical, electrical, in detail, as well as the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvement or alterations thereto. Until receipt by the ACC of any required plans and specifications or other information or materials, the ACC shall not be obligated to review any plans submitted for approval. Decisions of the ACC and the reason for the decisions shall be transmitted by the ACC to the applicant at the address set forth in the application for approval, within thirty (30) days after receipt by the ACC of all materials required by the ACC. In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to the ACC, approval will not be required and the provisions of this paragraph will be deemed to have been fully complied with; provided, however, that failure of the ACC to approve or disapprove such plans within thirty (30) days shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any Lot in a manner inconsistent with the provisions of this Declaration.

3.04. The ACC shall review applications for proposed work in order to 1) insure conformity of the proposal with this Declaration and 2) insure the quality of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The ACC shall have broad, discretionary authority to interpret and apply these standards. The ACC may suggest how the applicant can remedy any deficiencies noted. The ACC shall have the full power and authority to release, amend or change this Declaration as to construction of improvements on a lot only by the unanimous vote of all of the committee members at a duly called meeting. Neither the Declarant, the Association nor any member of the ACC shall be liable for any damages or otherwise to anyone submitting plans and specifications for approval or to any owner or any other person or entity by reason of mistake of judgment, negligence, action, or non-action arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. The decisions of the ACC shall be final and non appealable.

3.05. The ACC shall not be responsible for monitoring, overseeing or inspecting the progress of construction on a main dwelling, guest home or any outbuilding. The ACC shall not be responsible for reviewing construction plans to determine the viability or fitness of purpose of any such plans. The Lot Owner shall be solely responsible for determining the habitability or fitness of purpose of the construction plans. The ACC shall have no liability to the Lot Owner or any other person for design defects or construction defects in the Owner's building plans or construction.

3.06. The Declarant may remove or replace any member of the Architectural Control Committee at will. After the Declarant no longer owns any lots in the subdivision or at such earlier time as Declarant may assign his right to appoint members to the ACC to the Board of Director of the Association, the Board of Directors of the Association shall have the authority to appoint a successor member whenever a member of the ACC resigns, dies, or refuses to perform. Unless the Board of Directors of the Association votes otherwise, the number of members of the Architectural Control

Committee shall be not less than three or more than seven. The initial board shall consist of six persons. Members of the Committee shall not have specific terms of service. A member shall continue to serve until he dies, resigns or is removed by the Board of Directors, which shall have the authority to remove a member by majority vote of the Board. In the event there is not a Board of Directors of the Association, the remaining members of the ACC shall have the authority to appoint a new member or members in the event of the death, resignation or inability of a member to continue to serve in that capacity.

3.07. The Architectural Control Committee shall have the authority until the Association becomes operational to levy assessments and fines against individual Lot Owners for violations of this Declaration and to pay for the cost of maintenance performed for or on behalf of a Lot Owner. A fine or assessment may not be levied against a Lot Owner until the ACC has sent two written notices by United States mail, Certified, with Return Receipt Requested, to the Lot Owner's address notifying the Lot Owner of the requirements for complying with the provisions of the Declaration. Should the Lot Owner fail to comply within fifteen (15) days after receipt of the second notice, the Architectural Control Committee shall have the right to levy a fine and file a lien against the Lot to provide for the enforcement of the fine. The lien may be foreclosed on as provided in the By-laws of the Association. After the Association becomes operational, the Board of Directors of the Association shall be charged with the responsibility for levying fines and securing liens to assist the Architectural Control Committee in the performance of its duties.

#### **ARTICLE IV** **HOME OWNERS ASSOCIATION**

4.1 The Declarant shall establish a non-profit corporation (the Association) under the laws of the State of Texas which shall have the power and obligation of perpetually managing, maintaining, repairing, replacing, improving and insuring the Common Areas, facilities, applicable easements, improvements of the Common Areas, private water systems, streets and rights of way within The Estates of Shiloh subdivision. The Association shall collect assessments, disburse proceeds and take appropriate disciplinary action regarding delinquent accounts and failure to abide by this Declaration.

4.2 "Common Area" shall refer to the brick wall subdivision entrances and the landscaping directly in front of the brick wall subdivision entrances of The Estates of Shiloh, the pond areas with the improvements thereon of The Estates of Shiloh, any applicable streets and right of ways and any applicable gates at the subdivision entrances. Although the right of way in front of each Lot Owner's Lot is a part of the Common Area, each Lot Owner shall have the responsibility and the obligation to mow, trim, water and maintain the right of way area/s which abuts the Owner's Lot. The right of way between the property line of a Lot and the pavement of the street may not be encroached by fences, hedges or any other obstacle. It may be landscaped with grass or other material as approved in writing by the ACC. As a common area, the right of ways may be used by the residents of the subdivision and their animals for walking or riding.

4.3 Each Lot Owner of record within The Estates of Shiloh subdivision will automatically become a member of the Homeowners Association and each Lot Owner agrees to comply with all the covenants and restrictions applicable to The Estates of Shiloh subdivision. Although there may be multiple Lot Owners of record owning a Lot within The Estates of Shiloh subdivision, there shall be One Vote per each platted Lot owned at the time of any voting. The Declarant or Developer shall also be a member of the Homeowners Association and shall have one vote per each platted Lot owned at the time of any voting.

4.4 The affairs of the Association shall be managed by a Board of Directors pursuant to

the procedures set forth in the Association's Articles of Incorporation and Bylaws, subject to this Declaration. The Board of Directors shall initially be composed of the following members: Fredna Brown, Mark Anderegg, Cindy Brown Anderegg, Debi Harris and Roger Harris. A majority of such members shall approve assessments and expenditures of the proceeds of the Homeowners Association. The members of the Board of Directors shall have no responsibility, jointly or severally, as to engineering and/or structural quality of the improvements within The Estates of Shiloh subdivision.

In matters to be voted on by the members of the Homeowners Association, each platted Lot shall be entitled to one (1) vote regardless of the number of Owners, or of the size of the Lot. A person or entity owning more than one platted Lot shall be entitled to the number of votes equal to the number of Lots owned by that person or entity.

4.5 The Board of Directors shall notify Lot Owners in writing at least thirty (30) days in advance before increasing the Association's annual assessment. No Notification shall be necessary if there is no change in the assessment.

**4.6 EACH LOT OWNER, BY ACCEPTANCE OF A DEED THEREFOR, HEREBY COVENANTS AND AGREES TO PAY TO THE ASSOCIATION:**

**(1) ANNUAL ASSESSMENTS OR CHARGES FOR THE MANAGING, MAINTAINING, REPAIRING, REPLACING, IMPROVING AND INSURING THE COMMON AREAS, AND FOR PAYMENT OF UTILITIES AND AD VALOREM PROPERTY TAXES;**

**(2) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED, ESTABLISHED AND COLLECTED FROM TIME TO TIME AS HEREINAFTER PROVIDED; AND,**

**(3) ANY INDIVIDUAL LOT CHARGE OR FEE ASSESSED PURSUANT TO ENFORCEMENT OF ANY PROVISION OF THESE COVENANTS AND RESTRICTIONS.**

**(4) ANY ASSESSMENT FOR LEGAL AND ACCOUNTING ISSUES ENCOUNTERED BY THE HOMEOWNERS ASSOCIATION.**

4.7. The annual assessments, special assessments, any other assessments and other fees and charges of the Association shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall be the personal obligation of the person who was the lot owner of such property at the time when the assessment fell due.

4.8. The assessments levied by the Association shall be used for the purpose of promoting the health, safety, welfare, comfort and recreation of the residents in The Estates of Shiloh subdivision, and in particular for, the improvement and maintenance of Common Areas, easements, private water system, street lights, and related facilities devoted to this purpose, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, utilities and supervision thereof.

4.9. The Board of Directors, after consideration of current and projected maintenance costs and the future needs of the Association, shall fix the annual assessment for each year.

As part of the annual assessment review process, the Board of Directors shall establish and provide for an adequate capital reserve fund to cover unforeseen costs and expenditures relative to possible



repairs, replacement, modification or improvements to capital items such as, but not limited to, landscaping, private water system/s, wiring, and sprinkler systems.

4.10. In addition to the annual assessments authorized herein, the Association may levy in any assessment year special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, or replacement, of a capital improvement upon the Common Areas, street lights, pond area, or private water systems, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the vote of not less than two-thirds (2/3) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners who are entitled to vote at least ten (10) days in advance, with such notice to set forth the purpose of meeting.

4.11. In addition to the annual and special assessments authorized herein, the Association may, acting through its Board of Directors, levy in any assessment year or years a special assessment against individual Lots for reimbursement for repairs occasioned by the willful or negligent acts or omissions of Owners of such Lots, their agents, contractors, employees or invitees. A lien, enforceable by foreclosure, may be filed against the Lot for non payment.

4.12. Any assessment or charges levied by the Homeowners Association of The Estates of Shiloh subdivision on Lot Owners, as provided herein, shall be paid promptly when same becomes due and any failure to pay same within thirty (30) days from due date shall entitle the Homeowners Association to file a lien upon the total premises owned by the delinquent party which may be enforced by foreclosure of lien in accordance with the terms of this Declaration, the By-laws of the Association and the Texas Property Code.

4.13. The initial Association Fees shall consist of Fifty Dollars (\$50.00) per month (or \$600.00 annually) for acreage less than two acres. For two acres and each additional full acre thereafter, there shall be an additional Five Dollars (\$5.00) per month per acre. For example, the fee for two acres shall be \$55.00 per month and for five acres it shall be \$70.00 per month. The amount of the annual assessment may be changed by the Board of Directors of the Homeowners Association. The Board of Directors shall have the authority to assess late fees for failure to pay assessments, annual, monthly, special, or otherwise, within thirty (30) days of its due date as established by the Homeowners Association or the Declarant. The initial late fee shall be Twenty Dollars (\$20.00). The Board of Directors of the Association may also have the right to assess a Transfer Fee to occur each time a lot or property is sold or transferred. The Board of Directors of the Homeowners Association may elect for an increase or decrease of Homeowners Association Fees and/or Late Fees and/or Transfer Fees based on past, present or future cost decisions as well as instigate any other Special Fees including but not limited to special assessments, capital expenditure assessments, legal assessments or any other assessment deemed necessary based on past, present or future costs or for the health, safety, recreation and enjoyment of life within The Estates of Shiloh subdivision.

4.14. The Board of Directors shall adopt By-laws which set forth in detail the process for filing a lien against a Lot or Lot Owner and the process for foreclosing a lien filed against a Lot or Lot Owner. These procedures shall comply with the requirements set forth in the Texas Property Code, as amended from time to time.

4.15. Notwithstanding anything contained herein to the contrary, a lien filed by the ACC or the Homeowner's Association shall not be superior to the lien created by a bona fide purchase money lien, voluntary mechanic's lien or a valid home equity lien. The foreclosure of a lien filed by the ACC or Homeowners Association shall not cut off the rights of a validly created purchase money



mortgage, voluntary mechanic's lien or home equity lien, which said liens will remain in place after the foreclosure of the lien filed by the ACC or Homeowners Association.

**ARTICLE V**  
**ADDITIONS TO SUBDIVISION**

Declarant may add or annex additional real property from time to time and at any time to The Estates of Shiloh subdivision and at such time the Declarant may, at the Declarant's discretion adopt, change, or cancel existing restrictions and adopt new covenants and restrictions as it applies to the additional real property developed by filing of record in Ector County and/or Midland County, Texas, an adoption, change, or cancellation of existing restrictions and adoption of new covenants and restrictions or through other amendatory documents.

**ARTICLE VI**  
**AMENDMENTS AND EXTENSIONS**

Until two-thirds (2/3) of the lots have been sold, the Declarant may amend or change these Restrictions and Covenants and shall not be required to obtain the consent of the Lot Owners of any Lots or tracts in this subdivision or any supplemental property made a part of this subdivision. Any and all amendments or changes to these Restrictions and Covenants shall be recorded in the office of the County Clerk of Ector County, (and Midland County, Texas, if applicable.)

Any time after two-thirds (2/3) of the Lots within The Estates of Shiloh subdivision comprising the residential portion (and excluding the Common Areas) of the subdivision are owned by individuals other than Declarant, the Restrictions and Covenants set forth herein shall be subject to amendment or alteration by the affirmative vote of the Lot Owners of two-thirds (2/3) of the Lots subject hereto. Any and all amendments to this Declaration shall be recorded in the Offices of the County Clerk of Ector County, (and Midland County, Texas, if applicable.)

**ARTICLE VII**  
**ENFORCEMENT**

The Declarant, the Homeowners Association, the Architectural Control Committee or any Lot Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions and reservations imposed by these Covenants and Restrictions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

**ARTICLE VIII**  
**DEED RESTRICTIONS**

The Owner of each lot upon acceptance of the Deed to the property agree to comply with the DECLARATION OF COVENANTS AND RESTRICTIONS stated herein. Declarant hereby retains the full power and authority to impose such additional private deed restrictions as it might deem in its sole discretion desirable to protect the overall integrity of any areas within the addition by written documentation or by inserting the same in any contracts for sale and/or by instruments of conveyance pertaining to any lot(s) conveyed by it.

**ARTICLE IX**  
**GENERAL PROVISIONS**

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The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforced by the Declarant, ACC, the Homeowners Association, or the owner of any Lot subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending on December 31, 2022. Upon the expiration of the initial term, said covenants and restrictions (as changed, if changed) and the enforcement rights relative thereto, shall be automatically extended for successive periods of ten (10) years.

Neither the Declarant, the Architectural Control Committee nor the Homeowners Association shall be liable for the construction quality of any improvements including but not limited to single family main dwelling/s, fencing, gates, guest home/s or any other outbuilding or improvements within The Estates of Shiloh. Neither the Declarant, the Architectural Control Committee nor the Homeowners Association shall be liable for any harm to people or animals within The Estates of Shiloh subdivision including but not limited to the Lots, Common Areas and the surrounding Land around the Estates of Shiloh Subdivision.

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or more conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

**ARTICLE X**  
**INTERPRETATION OF THE DECLARATIONS**

Except for judicial construction, the Declarant shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Declarant's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the Declaration and provisions hereof.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 1st day of April, 2003.

The Wyly Brown and Fredna Brown Family Partnership, Ltd.

By: [Signature]  
Wyly Brown, the Managing Member of Fredna & Wyly Brown, LLC, General Partner

This Declaration is executed by the undersigned for the purpose of giving its consent to the filing of the Declaration.

WEST TEXAS STATE BANK

By: [Signature]  
Jess Sellars, President

THE STATE OF TEXAS

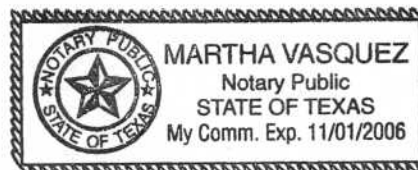
COUNTY OF ECTOR

THIS INSTRUMENT was acknowledged before me on the 23<sup>rd</sup> day of April, 2003, by Wyly Brown, the Managing Member of Fredna & Wyly Brown, LLC, the General Partner of the Wyly Brown and Fredna Brown Family Partnership, Ltd., on behalf of said Limited Partnership.

[Signature]  
NOTARY PUBLIC FOR THE STATE OF TEXAS

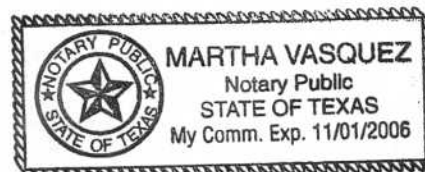
THE STATE OF TEXAS

COUNTY OF ECTOR



THIS INSTRUMENT was acknowledged before me on the 23<sup>rd</sup> day of April, 2003, by Jess Sellars, President of WEST TEXAS STATE BANK, a Texas corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC FOR THE STATE OF TEXAS



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7747

FILED FOR RECORD  
ECTOR COUNTY TEXAS

MAY 21 AM 7 57

BARBARA LEE SEXTON, CLERK  
BY *Barbara Sexton* DEPUTY

\$37.00

WYLY BROWN

4800 E. UNIVERSITY STE E  
ODESSA, TEXAS 79762

-2-

OFFICIAL PUBLIC  
RECORD



STATE OF TEXAS  
COUNTY OF ECTOR

I hereby certify that this instrument was  
FILED on the date and at the time stamped  
hereon by me and was duly RECORDED in  
the Volume and Page of the named RECORDS  
of Ector County, Texas, as stamped hereon  
by me.

*Barbara Sexton*

County Clerk  
Ector County, Texas

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT  
THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED  
THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER  
FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL  
LAW.



**BY-LAWS**  
**OF**  
**THE ESTATES OF SHILOH HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

Offices

The initial principal office of the Corporation in the State of Texas shall be located at **4692 E. University, Suite B, Odessa, Texas 79761**. The Corporation may have such other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is identical with such registered office as required by the Texas Non-Profit Corporation Act. The registered office may be, but does not need to be, identical with the principal office in the State of Texas, and the address of the principal office and the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**

Members

Section 1: Classes of Members

The Corporation shall have one (1) **class of members**. The qualifications and rights of the members of such class shall be as follows:

Members shall be those individuals who own a lot in the development known as **"The Estates of Shiloh"** located in Odessa, Ector County, Texas.

Section 2: Voting Rights

Each member shall be entitled to one vote on each matter submitted to a vote of the members. If a lot in **"The Estates of Shiloh"** is owned by more than one individual, those individuals that jointly own the lot shall be entitled to only one vote on each matter submitted to a vote of the members.

## ARTICLE III

### Meetings of Members

#### Section 1: Annual Meeting

An annual meeting of the members shall be held on March 1<sup>st</sup> in each year, at the hour of 10:00 a.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

#### Section 2: Special Meetings

Special meetings of the members may be called by the President, the Board of Directors, or not less than twenty percent (20%) of the members having voting rights.

#### Section 3: Place of Meeting

The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Texas but if all of the members shall meet at any time and place, either within or without the state of Texas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

#### Section 4: Notice of Meetings

Written notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten nor more than fifty days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these by-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail and addressed to the member at his address as it appears on the records of the corporation, the postage thereon prepaid.

#### Section 5: Informal Action by Members

Any action required by law to be taken at a meeting of the members, or any action which may be

taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

#### Section 6: Quorum

The members holding fifty-one percent (51%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

#### Section 7: Proxies

At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of execution, unless otherwise provided in the proxy.

#### Section 8: Manner of Acting

A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.

#### Section 9: Voting by Mail

Where Directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

### ARTICLE IV

#### Board of Directors

##### Section 1: General Powers

The affairs of the corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Texas or members of the corporation.

##### Section 2: Number, Tenure and Qualifications

The number of Directors shall be five (5). Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified.

### Section 3: Regular Meetings

A regular annual meeting of the board of Directors shall be held without other notice than this by-law, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without other notice than such resolution.

### Section 4: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the board may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board called by them.

### Section 5: Notice

Notice of any special meeting of the Board of directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

### Section 6: Quorum

A majority of the Board of directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

### Section 7: Manner of Acting

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

### Section 8: Vacancies

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an



increase in the number of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

#### Section 9: Compensation

Directors as such shall not receive any stated salaries for their services, but by resolution of the board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the board; but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

#### Section 10: Informal Action by Directors

Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

### ARTICLE V

#### Officers

##### Section 1: Officers

The officers of the corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the office of President and Secretary.

##### Section 2: Election and Term of Office

The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be done. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

##### Section 3: Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but

such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

#### Section 4: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

#### Section 5: President

The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws or by statute to some other officer or agent of the corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

#### Section 6: Vice President

In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

#### Section 7: Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these by-laws; and in general perform all the duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

#### Section 8: Secretary

The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with

the provisions of these by-laws or as required by law; be custodian of the corporate records; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

#### Section 9: Assistant Treasurers and Assistant Secretaries

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

### ARTICLE VI

#### Operation of the Property

##### Section 1: Determination of common Expenses and Fixing of Common Charges

The Board of Directors shall from time to time, at least annually, prepare a budget for the Corporation determining the amount of common charges payable by the members to meet the common expenses of the Corporation and allocate and assess such common charges among the members. The common expenses may include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including without limitation, an amount for working capital of the Corporation, for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Directors shall advise all members promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all members.

##### Section 2: Payment of Common Charges

All members shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Directors shall determine.

##### Section 3: Collection of Assessment

The Board of Directors shall assess common charges against the members from time to time and at least annually and shall take prompt action to collect any common charges due from any member which remains unpaid for more than 30 days from the due date for payment thereof. All sums assessed by resolution duly adopted by the Board of Directors against any lot shall constitute the personal liability of the owner of the lot so assessed and shall until full paid, together with interest

thereon at the maximum rate allowed by law from the 30th day following the adoption of such resolution, constitute a charge against such lot which shall be enforceable as provided in Section 4 of this Article VI.

#### Section 4: Default in Payment of Common Charges

If any such common charge remains unpaid for more than 30 days from the due date for payment thereof, the Board of Directors on behalf of the Corporation, may bring legal action against the member personally obligated to pay the same by filing a complaint in a civil action in the court of applicable jurisdiction in Ector County or Midland County, Texas, for the full amount of said debts, including interest. Any judgment rendered against a lot and its owner shall be enforceable in the same manner as is otherwise provided by law, and shall constitute a lien against such lot. In the event of default in the payment of assessments hereunder, the Board of Directors shall be entitled to pursue any and all remedies afforded at law or in equity, including without limitation, the right to foreclose the Corporation's lien against the lot owner for the collection of such as a debt. The Corporation shall have the power to bid in the lot at any such foreclosure or other public sale, and to acquire, hold, lease, mortgage or convey same.

#### Section 5: Statement of Common Charges

The Board of Directors shall promptly provide any member with a written statement of all unpaid common charges due from such member.

#### Section 6: Maintenance and Repair

The maintenance and repairs of all common elements shall be the responsibility of the Board of Directors unless the maintenance and repairs are necessitated by the negligence, misuses, and/or neglect of a member or his agent or employee. Each member shall be responsible for all damages to any and all common elements, cause by his negligent or willful act or those by his agents or employees.

Any repairs made by the Board of Directors shall be charged to all members as a common expense. In the event that repairs or maintenance shall be completed by the Board but are the responsibility of a member then the Board shall have the same rights in the collection of said expenses as if they were any other common expense provided for under these By-Laws.

### ARTICLE VII

#### Contracts, Checks, Deposits and Funds

##### Section 1: Contracts

The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in



addition to the officers so authorized by these by-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

#### Section 2: Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the corporation.

#### Section 3: Deposits

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

#### Section 4: Gifts

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation

### ARTICLE VIII

#### Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

### ARTICLE IX

#### Fiscal Year

The fiscal year of the Corporation shall begin on January 1 and end on December 31st in each year.

## ARTICLE X

### Waiver of Notice

Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## ARTICLE XI

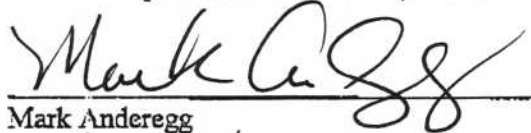
### Amendments to By-Laws

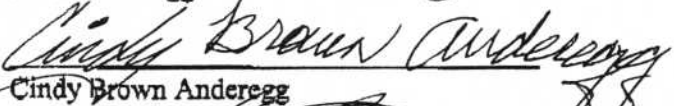
These by-laws may be altered, amended or repealed and new by-laws may be adopted by majority of the Directors present at any regular meeting or at any special meeting, if at least two days written notice is given of intention to alter, amend or repeal or to adopt new by-laws at such meeting.

## ARTICLE XII

### Adoption of By-Laws

The foregoing Initial By-Laws of this Corporation are hereby adopted by the undersigned, being all the Directors of such Corporation named in the Articles of Incorporation on March 10, 2004.

  
Mark Anderegg

  
Cindy Brown Anderegg

  
Wyle Brown

  
Debi Harris

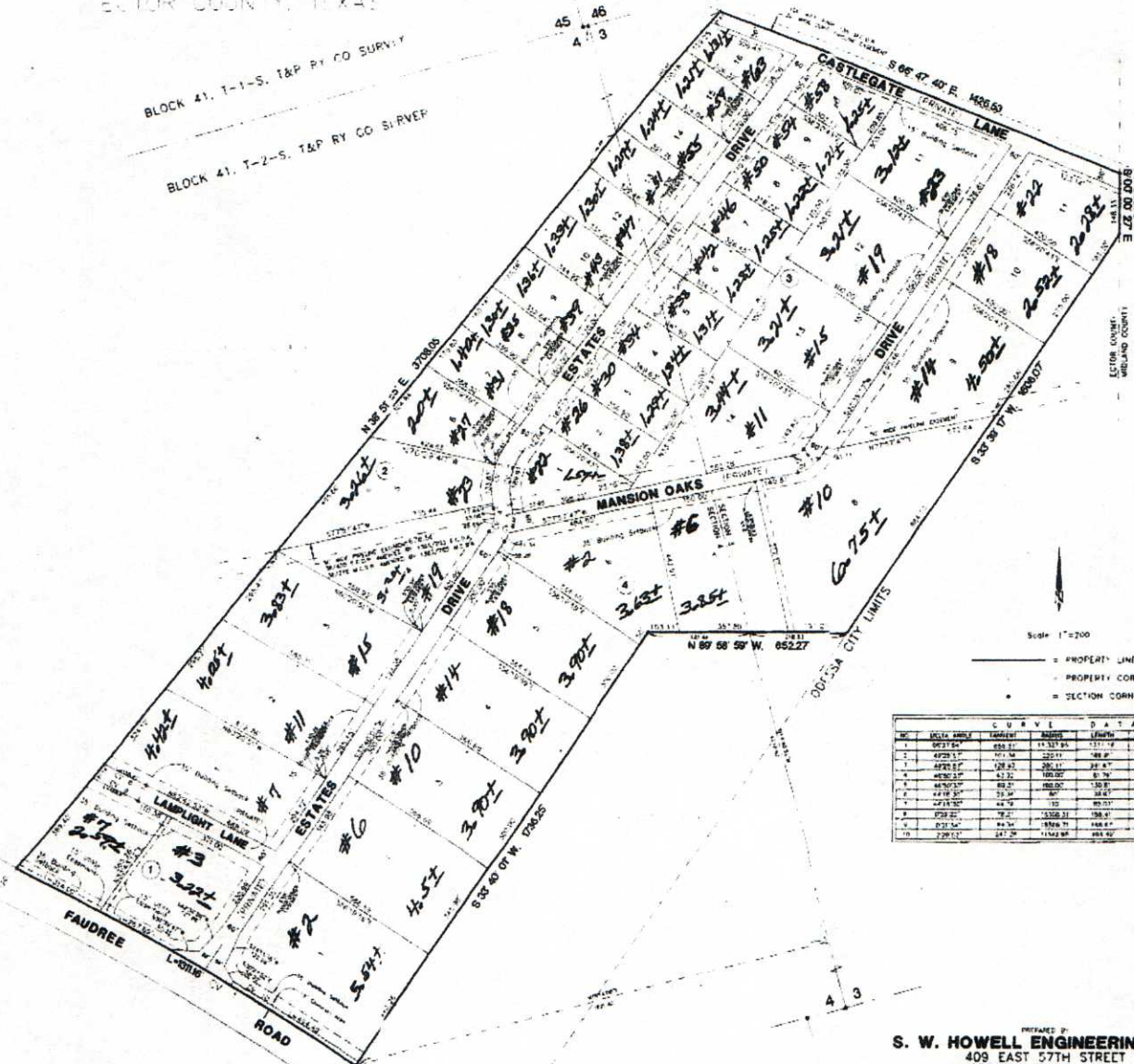
  
Roger Harris

# The Estates of Shiloh

PLAT OF 120.86 ACRES OUT OF SECTIONS 3 AND 4,  
BLOCK 41, T-2-S, T-8-E, R-10-W SURVEY,  
ECTOR COUNTY, TEXAS

BLOCK 41, T-1-S, T-8-P, R-10-W SURVEY

BLOCK 41, T-2-S, T-8-P, R-10-W SURVEY



Scale 1"=200'

— = PROPERTY LINE  
• = PROPERTY CORNER  
• = SECTION CORNER

CURVE DATA									
NO.	DATA	ANGLE	RADIUS	LENGTH	CH. BEARING	CH. DISTANCE	CH. BEARING	CH. DISTANCE	CH. BEARING
1	60° 31' 00"	60° 31' 00"	111.331 94	131.71	N 89° 40' 30" W	110.00	N 89° 40' 30" W	110.00	N 89° 40' 30" W
2	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
3	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
4	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
5	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
6	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
7	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
8	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
9	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E
10	45° 20' 00"	45° 20' 00"	100.00	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E	100.00	N 45° 20' 00" E

PREPARED BY:  
**S. W. HOWELL ENGINEERING, INC.**  
409 EAST 57TH STREET  
ODESSA, TEXAS 79762  
(937) 367-5711  
DATE: 10-1-74  
DRAWN BY: JWH  
CHECKED BY: S.W.H.  
REVISED BY: S.W.H.



**REPLAT OF  
THE ESTATES OF SHILOH, 2ND. FILING**  
PLAT OF 63.38 ACRES OUT OF SECTIONS 3 AND 4,  
BLOCK 41, T-2-S, T. & P. RY. CO. SURVEY,  
ECTOR COUNTY, TEXAS

[illegible]

All street right-of-way as shown on this plat are hereby designated as access, drainage, and general utility easements.

